

DEKALB COUNTY, INDIANA
MAINTENANCE AGREEMENT

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DEKALB COUNTY, INDIANA MAINTENANCE AGREEMENT

1.0 SCOPE OF SERVICES

Daniel F. Bubb, a professional appraiser, proposes to provide the Township Assessors, Township Trustee Assessors and County Assessor of Dekalb County, Indiana, (Assessors) the services of his experience and qualifications to:

- Update property records of certain designated properties and affect the value changes resulting from new construction, alterations, and demolitions, effective for the tax lien date, March 1, 2007, as specified herein.

The services to be provided under the terms of this proposal shall encompass the following classes of real property:

- Residential
- Agricultural
- Commercial
- Industrial

It is specifically understood that D.F.B. agrees to provide the services and perform the work proposed herein in a professional manner that will promote client, taxpayer, and public confidence and support; and in accordance with:

- 2002 Real Property Assessment Manual and all other applicable sections of the Indiana revised code
- all applicable rules, regulations, and requirements of the Department of Local Government Finance of the State of Indiana, as they are in effect as of the date of this proposal; and
- recognized professional appraisal standards, methods and techniques

It is understood that all properties to be appraised under the terms of this Agreement shall be valued on a similar basis and in a similar manner as were the properties during the most recent county-wide revaluation.

It is further understood that all work proposed herein shall be performed under the direction of the Dekalb County Assessor, as contract representative. It is also understood that each Township Assessor shall have the right to make all final decisions pertaining to assessed values.

The appraiser shall contact each trustee and township assessor to notify them when he intends to do new construction appraisals in their townships at which time the trustee or township assessor may accompany the appraiser if this is their wish.

The services to be rendered under the contract, with the exception of the provision regarding the support of values, are to be completed in time to use the values of the real property in connection with the tax list and duplicate for the collection of taxes for 2008.

Under the terms of this proposal, D.F.B. is not responsible for notifying the taxpayers as to the changes in assessed valuation.

2.0 ANNUAL MAINTENANCE

D.F.B. shall perform data collection, appraisal, and other related services as may be required in conjunction with the 2007 maintenance.

2.1 New Construction

D.F.B. shall make an inspection and valuation of each of the following properties as designated by the Assessor to be constructed (or under construction) or significantly altered during the year preceding the Tax Lien Date:

- New Residential and Agricultural dwellings, out buildings and major alterations to existing buildings.
- New Commercial buildings, and apartments; major alterations to existing buildings
- New Industrial buildings including all items of fixed equipment classified as real property; major alterations to existing buildings.
- Recheck incomplete 2006 Maintenance for completion.

D.F.B. shall make a field inspection of each designated parcel and update the existing property record cards and reports to reflect the status of each parcel as of March, 1, 2007.

In conjunction therewith, D.F.B. shall make an exterior inspection as well as an interior inspection of each improvement to which access is permitted, measure and record the sketch and other pertinent data on the property record card, and compute and record the change in appraised value resulting from the aforementioned changes in the property.

D.F.B. will also supply photographs of all new dwellings, commercial, and industrial buildings covered under this contract in such instances where appropriate photographs are not currently on file.

If construction is in process (partially completed) as of March 1, 2007, D.F.B. shall estimate the percentage of completion and the corresponding value as of that date. The property record card shall then be tagged, as specified by

the Assessor, and noted for 2008 maintenance. In addition, D.F.B. shall at the completion of the program provide the Assessor with a listing of parcels so marked.

2.2 Demolitions

D.F.B. shall appraise and adjust the values of properties affected by the razing of the aforementioned types of buildings prior to March 1, 2007.

2.3 Parcel Splits and Combinations

It is understood that the County Assessor shall process all parcel splits and combinations occurring during the year and that D.F.B. shall, upon request of the Assessor, assist them by performing any appraisals which may be required as a result of said splits and combinations.

2.4 Updated Property Records

At the completion of the field work proposed herein and after final checking all data records for completion and accuracy, and on a timely basis as determined by the Assessor, D.F.B. shall return the property record cards to the County. Each property record card shall be data-entered by the County. Each record change shall indicate the current True Tax and Assessed Land Improvement Value as of March 1, 2007.

2.5 Support of Values

D.F.B. shall be present, upon request by the Assessor, at the official meetings of the Property Tax Assessment Board of Appeals, following the completion of the above work, to assist in the settlement of complaints as to revised or new valuations placed upon the various properties by the County. Such support shall include all parcels covered by this Agreement, arising within one (1) year following the completion of the work.

3.0 CONDITIONS AND TERMS

3.1 Direction of the Program

It is understood that all work performed under the terms of this proposal shall be under the direction of the County Assessor, as contract representative, and, as such, will have the right of final approval of all personnel, procedures, techniques, and related forms.

Upon the discretionary approval of the County Assessor, all appraisers and field personnel so approved shall be appointed deputies of the County for the purpose of the appraisal maintenance.

3.2 Relationship of Parties

The relationship of D.F.B. to the Client shall be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement. D.F.B. shall not subcontract any work under contract without written approval of the Client.

3.3 County/Township Responsibilities

It is understood that the County shall continuously provide the following on a timely basis:

- 1) Copies of all building permits, zoning changes, classification changes, and other data which may affect the status of a property as of March 1, 2007, along with all property record cards and related forms and tax maps required to perform the work proposed herein.
- 2) Both the old and new property record cards for all parcels affected by splits or consolidations together with an accurate graphic representation of each new parcel created.

3.4 Office/Space Equipment

It is understood that the Township(s) shall provide furnished working space conveniently located to the Assessor's office and suitable for administering and conducting all of the work required in connection with the program as specified herein. Said office space shall be retained by D.F.B. for that tenure of the program required to update the property records as described herein, and all expenses and liabilities resulting directly therefrom shall be incurred by the County without any obligation to D.F.B.

3.5 Personnel

It is understood that D.F.B. shall provide all the appraisal staff and clerical personnel required to perform the work proposed herein.

It is further understood that D.F.B. agrees to assign to the project only personnel who meet the qualification standards and experience requirements set forth by the Assessor. The supervisor will hold an Indiana Level II Certificate and have a minimum of ten (10) years experience in Commercial and Industrial property appraisal.

3.6 Start and Completion

D.F.B. agrees to commence the work proposed herein within ten (10) working days and to prosecute the same without interruption until its completion on or before June 1, 2007.

3.7 Method and Terms of Compensation

D.F.B. shall submit monthly invoices based upon the corresponding portion of the work completed during each month, by the tenth (10th) of each month. Payment representative of that portion of the work completed shall be made to D.F.B. within forty-five (45) days of the billing date.

In the event all such services covered by contract, except the support of values, are not completed upon the date of completion date agreed to, the contract shall provide that all payments thereafter are to be suspended at the time and withheld by the County Assessor until there has been full compliance with the forms of the contract. There shall be a penalty of not less than Two Hundred Dollars (\$200.00) per day as liquidated damages to begin on the day following the day thereafter, excepting Saturdays, Sundays, and legal holidays, up to and including the date of full and complete compliance by D.F.B. of the terms of the contract. In the event that D.F.B. maintains that the appraisal could not be completed within the time set in the contract because of an Act of God or because elements not within his control, such as riots, war, organized work stoppage, or other delay not caused by D.F.B., the matter shall be referred to the State Tax Board for a hearing of determination. If in their opinion, which shall be final, the delay was actually caused by any of the above stated reasons or any other good reasons over which D.F.B. has no control, then the penalty herein provided for in the contract shall be dispensed with. In the event that it is necessary for the County to suspend all payments under the contract for failure of the date of completion agreed to therein, no further payments shall be made to D.F.B. under the contract without the approval of the County's attorney and the approval of the State Tax Board first obtained.

3.8 Insurance and Workers' Compensation

D.F.B. shall carry Public Liability and Workers' Compensation Insurance and shall save the County and its officers harmless from all call claims, demands, payments, suits, actions, recoveries and Judgments of every kind and description brought or recovered against the County by reason of any act or omission of D.F.B., his agents or employees in the execution of the work.

3.9 Amendment to the Final Agreement

No amendment or modification of the terms or conditions of this Agreement shall be effective without first the mutual consent of the County and D.F.B.

PROPOSED PROFESSIONAL APPRAISAL SERVICES
AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2007, by and between the Township ministerial officer(s) within the COUNTY OF DEKALB, State of Indiana, hereinafter referred to as "the Assessor(s)".

AND

DANIEL F. BUBB, of Grafton, Ohio, an independent appraiser, herein referred to as "D.F.B.".

WITNESSETH

WHEREAS, D.F.B. has herewith submitted his PROPOSAL FOR THE 2007 MAINTENANCE AND RELATED SERVICES, hereinafter referred to as the "Proposal", and by such reference, considered incorporated within this Agreement as if fully rewritten therein, to furnish the services of its experienced and qualified appraisers and staff to provide certain services relative to annual maintenance and in accordance with the provisions of the proposed attached specifications, and all applicable Rules, Regulations, and Requirements of The Department of Local Government Finance as contained in all entities of said Department to date:

NOWHEREFORE, it is hereby agreed that D.F.B. shall do and perform said services in accordance with the Specifications and subject to the Conditions and Terms set forth in the "Proposal", for which D.F.B. shall receive as compensation a fee in the amount of Thirty Six Thousand Dollars (\$36,000).


The assessor has represented to the contractor that Dekalb County has approximately eight hundred (800) units as defined under articles 2.0 through 2.5 of this proposal. If during the performance of the contract the contractor undertakes and completes assessments of units exceeding said eight hundred (800) units, a fee of forty-five dollars (\$45.00) per unit above the eight hundred (800) units will be invoiced.


All other services pertaining to the valuation of property, except as covered in Section 2.5 of this agreement, will be compensated at a rate of four-hundred and fifty dollars (\$450.00) per day.

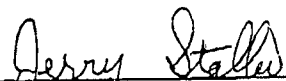
IN WITNESS WHEREOF, the Township Assessor(s) of Dekalb County, Indiana, acting in behalf of the individual township(s), and Daniel F. Bubb, have signed this Agreement on the day and year first above written.

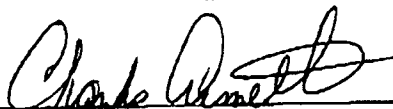
Executed in duplicate


WITNESS
DEKALB COUNTY, INDIANA

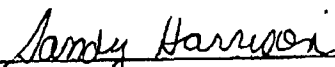

William Kelham
Keyser Township Assessor

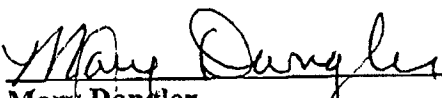

Chuck Kuhn
Union Township Assessor

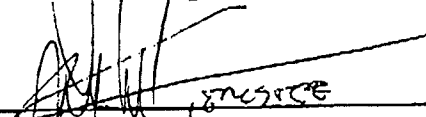

Jerry Staller
Butler Township Assessor/Trustee

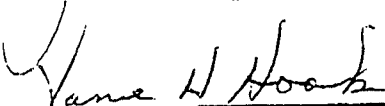

Charles Arnett
Concord Township Assessor/Trustee

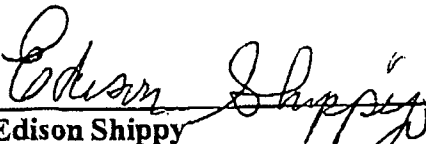

Angie Deetz
Fairfield Township Assessor/Trustee



Sandy Harrison
Franklin Township Assessor/Trustee



Mary Dangler
Grant Township Assessor/Trustee

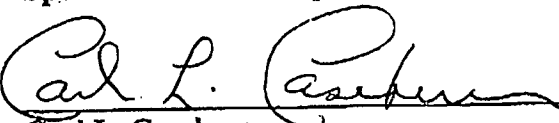

John Kruse
Jackson Township Assessor/Trustee

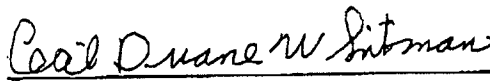

Lane H. Hook
Newville Township Assessor/Trustee

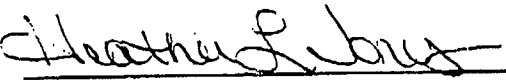

Edison Shippy
Richland Township Assessor/Trustee


Francis Richter
Smithfield Township Assessor/Trustee

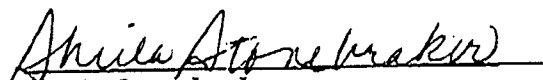

Cheri A. Bushee
Spencerville Township Assessor/Trustee



Carl L. Casebere
Stafford Township Assessor/Trustee


Duane Whitman
Troy Township Assessor/Trustee


Heather Jones
Wilmington Township Assessor/Trustee

WITNESS


Sheila Stonebraker
County Assessor


Daniel F. Bubbs

**ADDENDUM TO PROFESSIONAL
APPRAISAL SERVICES CONTRACT
TO ASSIST COUNTY ASSESSORS**

(A Professional Services Contract Regarding
Real Property Tax Appraisal Services for DeKalb County, Indiana)

This Addendum to Professional Appraisal Services Contract is made by and between:

(A) Township Ministerial Officers
within DeKalb County, Indiana,
(Herein called the "ASSESSORS"),

and

(B) Daniel F. Bubbs, of Gafton, Ohio,
an independent appraiser,
(Herein called "D.F.B.")

WITNESSETH that, in consideration of the mutual covenants contained herein, the parties agree

as follows:

- (1) **PROFESSIONAL SERVICES CONTRACT:** This Addendum is supplemental to the Professional Appraisal Services Contract of February, 2000 by and between the parties, and in the event of any conflict, this Addendum shall supersede the Contract, and the Contract is incorporated herein by reference.
- (2) **NON-COLLUSION AGREEMENT:** D.F.B. represents and warrants and the ASSESSORS award this Contract upon the express warranty of D.F.B. that he has not, nor has any other member, representative, agent, or officer of his firm, company, corporation, or partnership represented by it, employed or retained any company or person, to solicit or secure this Contract; that he has not entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Contract, excepting such consideration and subject to the terms and conditions expressed upon the face of the within this Contract. For a breach or violation of this warranty, the ASSESSORS shall have the right to cancel this Contract without liability, and to recover, at the election of the ASSESSORS, any and all monies or other consideration paid hereunder.
- (3) **DEFAULT AND REMEDY:** Any breach of this Contract by either party shall be a default. In the event of any default by a party, the other party shall have any remedy provided in this Contract and also any other remedy allowed by law in this Contract and also any other remedy allowed by law or in equity, with attorney fees and court costs.
- (4) **ENFORCEMENT:** This Contract shall be interpreted and enforced under the laws of Indiana and in any court of competent jurisdiction in DeKalb County, Indiana.
- (5) **RESPONSIBILITIES:** The final determination of assessed value and true tax value is and shall remain the responsibility of the County Assessor.

- (6) **NO MODIFICATION:** No waiver, alteration, modification, or cancellation of any provision of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or their successors in office. The failure of either party any time or times to require performance of any provisions of this Contract shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.
- (7) **ILLEGALITY:** In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality of unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- (8) **SUCCESSORS BOUND:** This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that the rights, duties, and privileges of D.F.B. under this Contract may not be transferred, subletted or assigned by it, either in whole or in part, without the prior written consent of the Assessors.
- (9) **MAINTAINING DRUG FREE ENVIRONMENT:** D.F.B. hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace. The failure of D.F.B. to in good faith comply with the terms of this Section shall constitute a material breach of this Contract, and shall entitle the COUNTY to impose sanctions against D.F.B. including, but not limited to, suspension of the Contract payments and termination of this Contract.
- (10) **CONFIDENTIAL NATURE OF APPRAISAL DATE:** D.F.B. nor any individual on D.F.B.'s staff shall disclose any appraisal information to any individual, firm, or corporation other than appropriate public officials and their authorized agents. Any data which is to be released shall be provided to the County Assessor's who shall determine the needs for its release.
- (11) **INDEPENDENT CONTRACTOR:** In the performance of this Contract, both parties will be acting in an individual capacity and not as agent, employees, partners, joint ventures or associates of one another. The employees or agents of one part shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. D.F.B. shall perform appraisal services in a reasonably competent manner in according with general recognized appraisal standards and as required by law.
- (12) **TERMINATION:** This Contract may be terminated by either party at any time in the event the other party fails materially or substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the D.F.B, then D.F.B. shall be paid for services performed to the termination date. The Contract shall terminate at once by decision of the ASSESSORS or the DeKalb County Assessor in the event of D.F.B.'s death, incapacity, bankruptcy, receivership, seizure for control by any court or government agency, or failure to complete work as scheduled by the DeKalb County Assessor.

- (13) **PERIODIC REPORTS:** D.F.B. will make periodic reports to the county assessor as the designated contract representation for Dekalb County. These reports will be made at the time the claims are due as per the Dekalb County Auditors Office or at any time requested by the county auditor.
- (14) **PROPERTY RECORDS:** D.F.B. will generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the legislative service agency and the department of the local government finance.
- (15) **DATA TRANSMISSION:** D.F.B. will provide adequate data for the creation and transmission of real property assessment data in the form required by the legislative service agency and the division of data analysis of the department.
- (16) **GOVERNMENT ACCESS:** D.F.B. will allow the legislative services agency and the department of local government finance to have unrestricted access to the contractor's work product under this contract.